

**AGREEMENT FOR SERVICE BETWEEN THE REDWOOD CITY SCHOOL  
DISTRICT  
AND THE CITY OF REDWOOD CITY**

This Agreement is made as of this day of July 1, 2025 by and between Redwood City School District (“RCSD”) and the City of Redwood City (“CONTRACTOR”) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The CONTRACTOR agrees to provide services to the RCSD in accordance with the terms and conditions of this Agreement.

The CONTRACTOR agrees to provide extended day academic and enrichment services as described in the RCSD Expanded Day Program & School Minimum Expectations in Attachment A and RCSD Expanded day Policies and Protocols in Attachment B at the following school sites: Orion, Adelante Selby Lane, Henry Ford and Roosevelt. The RCSD will provide the necessary support to the CONTRACTOR as described in Attachment B. If, applicable, the CONTRACTOR will refer families, who participate in the California Department of Education, After School Education and Safety Program (“ASES”), and California Department of Education, Expanded Learning Opportunity Program (ELO-P).

The CONTRACTOR agrees to utilize the computer system (CitySpan) provided by the RCSD to enter daily attendance. Any technical difficulties associated with utilizing this system will be reported within 72 hours.

The CONTRACTOR agrees to abide by the Data Sharing MOU as described in Attachment C. Any additional data or changes on data sharing as desired by either party will need Superintendent Approval.

The CONTRACTOR agrees to develop site-specific protocols for collaboration within frame of program, which may include but are not limited to: materials, space and equipment sharing guidelines, communication protocols, shared goals, and others. Any site-specific agreement will be in compliance with this contract and its attachments.

2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2025 through June 30, 2026.

3. COMPENSATION

Base Compensation (School Days)

The CONTRACTOR agrees to perform all the services of this Agreement during the school days as established in the school calendar approved by the Governing Board and for an amount not to exceed One Million Thirty One Thousand Nine Hundred Eighty and 06/100 Dollars (\$1,031,980.06) subject to the contingency provision in Section 18 of this Agreement. Requirements for compensation for this Agreement are described in Attachment B.

School	ASES	ELO-P	TOTAL	Number of Students
Adelante Selby Lane	\$171,880	\$232,500	\$404,380	203
Henry Ford	\$93,398.63	\$152,500	245,898.63	121
Orion		\$100,000	\$100,000.00	80
Roosevelt	\$129,201.43	\$152,500	\$281,701.43	144
Total	\$394,480.06	\$637,500	1,031,980.06	548

A. Supplemental Compensation (Non-School Days)

The CONTRACTOR agrees to perform all the services of this Agreement during the non-school days (summer) and for an amount not to exceed One Hundred Fifty Two Thousand Three Hundred Eighteen and 25/100 Dollars (\$152,318.25) subject to the contingency provision in Section 18 of this Agreement. Requirements for compensation for this Agreement are described in Attachment B. Student enrollment goals are based on a 6-hour program.

School	ASES	ELO-P	Total	Number of Students
Adelante Selby	\$27,241.26	\$70,279.70	\$97,520.96	220
Roosevelt	\$15,134.04	\$39,663.25	\$54,797.29	60
Total	\$42,375.30	\$109,942.95	\$152,318.25	280

4. PAYMENT

The billing period under this Agreement will be from July 1, 2025 to June 30, 2026. The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each semester. Payment of invoice(s) is subject to the contingency provision in Section 18. The CONTRACTOR is responsible to comply with all state,

federal, grant and tax requirements, which is the CONTRACTORS sole responsibility. If the RCSD fails to receive full anticipated payment from California Department of Education, ASES and/or the ELO-P grant funding for the 2025-2026 school year due to CONTRACTOR not meeting enrollment and daily attendance expectation as expressed in the Agreement and Attachment A, the RCSD shall send an invoice to the CONTRACTOR for the difference in funding due to any student attendance shortfall. The Contractor shall reimburse this amount to the RCSD within thirty (30) days of receipt of the invoice from the RCSD.

#### 5. EQUIPMENT AND MATERIALS

The CONTRACTOR shall provide all equipment, materials, and supplies necessary to perform the academic and enrichment services for the RCSD in accordance with the terms, conditions and specifications set forth herein and in Attachments A and B.

#### 6. USE OF SUBCONTRACTORS

The CONTRACTOR shall not assign this Agreement or a portion thereof to a third party without the prior written consent of the RCSD. RCSD will have a fully executed contract with The City of Redwood City (REACH) to reflect the partnership between agencies at Roosevelt, Orion, Adelante Selby and Henry Ford. CONTRACTOR will share the agreement with RCSD and get consent from families.

#### 7. LICENSES AND PERMIT

The CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement

#### 8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:

The CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to the performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

#### 9. RELATIONSHIP OF THE PARTIES

The CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the RCSD and that the CONTRACTOR acquires none of the rights, privileges, powers or advantages of the RCSD employees.

#### 10. WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage

## 11. INSURANCE

The CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect the CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR operations under this Agreement, whether such operations by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, CONTRACTOR agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

Comprehensive General Liability .... \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)

Motor Vehicle Liability Insurance ... \$1,000,000 (to be checked if motor vehicle used in performing services)

Professional Liability \_\_\_\_\_ \$1,000,000 (to be checked if Contractor is a licensed professional)

## 12. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

## 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, or national origin.

## 14. HOLD HARMLESS

The CONTRACTOR agrees to indemnify and defend the RCSD and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the CONTRACTOR and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from the CONTRACTOR's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

Conversely, the RCSD agrees to indemnify and defend the CONTRACTOR and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the RCSD and/or its employees/officers/agents in the performance of this Agreement, including any sanctions,

penalties, or claims of damages resulting from the RCSD's failure to comply with any law, regulation or ordinance, including but not limited to those listed in this Agreement.

#### 15. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. If the mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file a legal action without first meeting in the mediation and maintaining a good faith attempt to reach a mediated resolution.

#### 16. GOVERNING LAW AND VENUE

This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement, venue shall be in the County of San Mateo.

#### 17. TERMINATION

The RCSD may at any time terminate this Agreement upon a written notice to the CONTRACTOR. The RCSD shall compensate the CONTRACTOR for services satisfactorily provided through the date of termination, subject to contingency provision in Section 18. In addition, the RCSD may terminate this Agreement for cause should the CONTRACTOR fail to perform any part of its obligations under this Agreement. In the event of termination for cause, the RCSD may secure the required services from another contractor. If the cost to the RCSD exceeds the cost of providing the services pursuant to this Agreement, the CONTRACTOR shall pay the additional cost.

#### 18. CONTINGENCY

Notwithstanding the foregoing, or any language to the contrary, the RCSD and the CONTRACTOR agree and acknowledge that this Agreement and the parties' respective obligation thereunder are entirely contingent upon the RCSD's receipt of anticipated grant funding from the California Department of Education, ASES and the ELO-P funding for the 2025-2026 school year and subsequent years, in an amount sufficient to cover the sum set forth above. If the RCSD does not receive the anticipated funding, it may reduce the scope of this Agreement, or terminate it at the RCSD's sole option, with no penalty to either party.

#### 19. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers:

Redwood City School District

Contractor  
City of Redwood City  
Address: 1017 Middlefield Road  
Redwood City, CA 94063

RE

\_\_\_\_\_  
Rick Edson  
Chief Business Official

\_\_\_\_\_  
Name: Melissa Stevenson Diaz  
City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
John Baker  
Superintendent

Attest:  
\_\_\_\_\_  
Yessika Castro  
City Clerk

Dated: \_\_\_\_\_

## **REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM POLICIES & PROCEDURES**

### **ATTENDANCE**

Attendance policy is dictated by the California Department of Education. Programs must maintain a minimum eighty-five percent attendance rate for each of the funding streams. If program attendance drops below 85% during two calendar years, (four attendance periods), the grant will be recalculated and reduced. If program attendance drops below 75% at any of the attendance periods, the grant will be reduced accordingly. Dual funded sites need to achieve 85-100% attendance in ASES and 85-100% in 21<sup>st</sup> CCLC.

The state After School Education and Safety grants program requires program attendance to be reported twice a year – January 31 and July 31. Providers will also submit a copy of a Cityspan report verifying the numbers they submit and sign this copy of the report agreeing to the reported numbers. In order to have time to review and submit the forms to the state, the forms must be completed by the provider and returned to the After School Coordinator two weeks in advance of the state due date.

### **ATTENDANCE FORMS ARE DUE TO THE DISTRICT:**

**January 15** – for period July 1 – December 31

**July 15** – for period January 1 – June 30

Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the reporting period. For example, if 30 students participated Monday, 40 Tuesday, 35 Wednesday, 40 Thursday and 20 Friday, then the total students served that week is 165. The form also asks for the number of days the program was in operation during the program period.

For middle school programs, although the state only requires students to attend 3 days per week, your attendance rate is based on a 5-day a week program. Thus if students only attend 3 days a week, you must fill the other two days with students to achieve maximum attendance.

Each provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Records should be kept for at least 5 years. These records shall be made available to the District at the District's request.

It is the contractor's responsibility to make sure all attendance information is submitted accurately and it is identical to the Cityspan system.

### **FISCAL**

## Attachment A

Each provider will enter into contract with the District as a contractor of the Expanded Day program. The contract's potential grant award amount is 85% of the grant award unless agreed to otherwise by the District and provider. The 85% dedicated to contracts should be used for direct services to pupils. The District retains 15% of the total grants for administrative costs, which includes any indirect costs.

Supplemental Funds are awarded at the same rate as the Base Grant. Programs willing to provide 6 hours of programming during summer need to notify the District which will get authorization from the State to adjust reimbursement rate from \$7.50 to \$15.00.

Each provider shall submit invoices to the District for payment. Invoices should be directed to the ASES Grant Manager and received bi-annually.

### **INVOICES ARE DUE TO THE DISTRICT BY:**

**January 15** – for period July 1 – December 31

**July 15** – for period January 1 – June 30

Invoices should reflect services provided during the billing period. The amount of each invoice should reflect the earned attendance reimbursement for that period.

Providers are required to keep accurate fiscal records of grant expenditures and required matching funds. These records shall be made available to the District at the District's request.

### **STAFFING**

The California Department of Education also dictates many staffing requirements, including:

- § Each program employs an after school program site coordinator for each site.
- § The selection of the Site Coordinator must be approved by the school principal
- § Programs must maintain an adult-student ratio of 1:20.
- § All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

#### **Redwood City School District Instructional Aide requirements:**

- 2 years of college – 48 units

**OR**

- High School Diploma/GED **AND** pass District Instructional Aide Exam (75% is passing grade)
- § All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students
- § All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff needs to take the mandated reporter training once a year.

The Redwood City School District also requires that:

§ Site Coordinators are not in ratio (unless there is a staff shortage or other need) and work a minimum of 30 hours per week at the school site

§ At the full Community Schools and part- Community Schools (Garfield, Hoover, Kennedy, Taft) the Community School Coordinator will be involved in the selection of the Site Coordinator, and will be the contact person for the provider. At all other schools the principal will fulfill this role.

§ Program staff will have the following:

- o Classroom management skills
- o Ability to help students with homework in a way that helps students improve their learning
- o Cultural competency and sensitivity to the unique needs of the school population
- o Ability to successfully work with high needs students including special education students

By the end of the month of September, each provider shall turn a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months to pass the exam. The Redwood City School District will facilitate necessary Instructional Aide examinations. Staff are allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after two attempts, the staff person either needs to be taken out of ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.

Staff lists should include:

1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Number of years and name of college
5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
6. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

Volunteers visiting the program for more than 15 days need to be fingerprinted and tested as well. Volunteers should never be alone with students.

### **EARLY RELEASE POLICY**

The early release policy is as follows:

A child may be released early from the extended day program, prior to the end of program time based on the following conditions:

1. Attending a parallel program (programs in the school or community centers such as outdoor education, soccer, basketball, etc.) as long as an agreement or partnership with the program exists thus making this parallel program the child’s enrichment component.
2. Family Emergencies (such as death in the family, catastrophic incidents, etc.).
3. Medical appointments.
4. Weather conditions especially if the child walks home.
5. Child accidents that occur during program time (program staff should call parents or guardians).
6. Other conditions especially on safety as prescribed by the school.

Whatever the case may be, program staff should record the date and time of the early release departure of the child. Parent, guardian, or program staff should sign the child out and it is recommended that the child’s signature or initial be recorded as well.

Providers are required to notify parents of the early release policy at enrollment as part of a written program handbook or handouts.

**PROGRAMMATIC ALIGNMENT**

Program and site will co-develop programs goals at beginning of school year, within provider’s program design, mission, and capabilities. Program and site will collaborate in supporting expanded day alignment by facilitating program staff exposure and accessibility to: school day routines and expectations (including classroom visits), teacher emails, school calendar and handbook, among others.

**EVALUATION**

Providers are required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, providers have to implement the “Youth speaks out” survey twice a year and to use PQA and YPQA assessment tools or an equivalent that meets the same expectations as is approved by the District.

Providers will share results with the District.

Providers are expected to participate in quarterly meetings at the District office to discuss issues of concern and interest of all providers.

**REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING  
PROGRAM & SCHOOL MINIMUM EXPECTATIONS**

**Provider Expectations:**

**Program**

- μ *Provide expanded day academic intervention and academic enrichment services 5 days a week (Monday through Friday) for a minimum of 3 hours each day for a minimum of 30 weeks while school is in session. Provide academic intervention and enrichment services during the intersession days. (The duration and length of the intersession program will be determined once approval is obtained from the CDE)*
- μ *Provide academic intervention and enrichment services to students who are at risk of retention or who are struggling academically that are identified and referred by the school*
- μ *Provide academic intervention and enrichment services to identified students regardless of families' ability to pay for the program*
- μ *Maintain an 85-100% attendance rate. Dual funded sites need to achieve 85%-100% attendance in ASES and 85-100% in 21<sup>st</sup> CCLC. Providers are required to comply with attendance monitoring and meet attendance rate requirements.*
- μ *Academic interventions are either instruction, tutoring or homework completion assistance and provided in small groups and in classrooms/small rooms (school must provide adequate space)*
- μ *Site Coordinator works with the school to implement a structured system to communicate about homework assignments and know homework requirements for the week. Program will support homework completion to its utmost abilities by creating a conducive, supportive learning environment, in a way that helps students improve their learning.*
- μ *Enrichment activities are structured and allow students to develop academic and other skills that enrich classroom learning and overall student success*
- μ *Enrichment activities are engaging and fun as reported by students on the student survey*
- μ *The program has a parent involvement component that minimally includes providing regular communications with parents about program news/events and about individual student challenges and successes*
- μ *Program and school rules and disciplinary procedures are in alignment*
- μ *Program can close for up to three days per year for the purpose of providing professional development to program staff. Providers must notify school, parents and families of the planned professional development 30 days in advance to allow ample time for them to make alternative arrangements for their child/children for the after school hours on these designated days.*

**Staff**

- μ *Employ an after school program site coordinator for each site who is approved by the school principal*
- μ *Maintain an adult-student ratio of 1:20 and ensure that all staff used in this ratio meet the District's minimum qualifications for an instructional aide*

- μ Site Coordinator is not in ratio (unless there is a staff shortage or other need) and works a minimum of 30 hours per week at the school site
- μ Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
  
- μ Program staff will have the following:
  - o Classroom management skills
  - o Ability to help students with homework by creating a conducive, supportive learning environment, in a way that helps students improve their learning
  - o Cultural competency and sensitivity to the unique needs of the school population
  - o Ability to successfully work with high needs students including special education students

### **Evaluation**

- μ *Participate in the District's after school evaluation which may include the following:*
  - o *Administration of pre and post student surveys*
  - o *Participation in the PQA assessment*
  - o *Share any evaluation data that is collected by individual programs to be included in the District-wide evaluation*

### **Fiscal/Administrative**

- μ *Track attendances daily using the RCSD system (Cityspan) and submit bi-annual attendance reports with invoices reflecting the earned attendance reimbursement for that period.*

### **Partnership/Communication**

- μ Participate in quarterly collaborative after school provider meetings organized by the District
- μ Work in partnership with site Principal and/or Community School Coordinator to develop, implement and evaluate program
- μ Site Coordinator checks in weekly with Principal or Community School Coordinator either in person or by email
- μ Site Coordinator provides monthly updated participant lists to Principal or Community School Coordinator
- μ There is a structured system in place to share information about specific students and their needs, challenges and accomplishments
- μ A referral process is in place that identifies students most in need and most appropriate for the program
- μ Work in partnership with school to develop plans to modify programming as needed based on annual evaluation data
- μ Any data collected by either party on program quality, including surveys, will be shared.

**School Expectations:**

- μ Make time available at appropriate meetings (staff, school site council, etc) to inform school of the program and facilitate communication
- μ Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities
- μ Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem-solving
- μ Recruit teaching staff to be involved in the program, if necessary
- μ Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc)
- μ Co-develop and manage referral process into the program and communication process to share information with teachers about specific students
- μ Make available parent newsletter for information sharing to parents
- μ Share information regarding students, when pertinent, to facilitate team approach to student’s social, emotional and academic success
- μ Work in partnership with provider to develop plans to modify programming as needed based on annual evaluation data

**District Expectations:**

- μ *Administer all state and federal requirements (application, renewals, attendance, contracts)*
- μ *Project manage evaluation, including hiring of outside evaluator*
- μ *Develop MOUs (Attachment B) that outline program and partner responsibilities*
- μ *Ensure compliance with state and federal requirements and local agreements/MOUs*
- μ Facilitate space acquisition, referral process and other program needs at school sites
- μ Facilitate district/state requirements for hiring of partner staff
- μ Leverage district resources to facilitate integration between the school day and extended day experiences
- μ Support partner resource development and resource sharing among partners
- μ Problem-solve with partners as challenges arise
- μ Facilitate and support collaborative oversight body
- μ Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU
- μ Support partner fundraising

*Italicized expectations are state/federal requirements*

**REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING  
PROGRAM DATA SHARING MOU**

This Memorandum of Understanding (MOU) is made as of July 1<sup>st</sup>, 2025 through June 30<sup>th</sup>, 2026 in the State of California, by and between the Redwood City School District (RCSD) and the Redwood City Parks and Rec Program (REACH) (CONTRACTOR).

Recitals

WHEREAS, RCSD maintains pupil records of students that attend schools in its jurisdiction; and

WHEREAS, CONTRACTOR delivers Out-of-School Time (OST) services to certain RCSD students and CONTRACTOR requires the below identified data to support its OST programming; and

WHEREAS, as required by Education Code section 49075, CONTRACTOR will obtain written consent forms authorizing the RCSD to share the requested student information with CONTRACTOR; and

INASMUCH AS academic placement, outcomes, and other student data have been identified as indicators of school success, and such data is often available only after the students no longer participate in CONTRACTOR's programs; and

INASMUCH AS eventual and timely high school graduation and college and career readiness are shared objectives of RCSD and CONTRACTOR;

NOW, THEREFORE since RCSD and CONTRACTOR wish to collaborate to enable CONTRACTOR to obtain data directly from RCSD that may be used to improve student outcomes and measure the success of the work of CONTRACTOR, the Parties agree as follows:

**Parental Consent**

As required by Education Code section 49075, CONTRACTOR will provide RCSD with written parent/guardian consent authorizing CONTRACTOR to access data from that student's school or district education records. No identifiable pupil information will be provided to CONTRACTOR for students who do not provide an appropriate written consent. CONTRACTOR agrees to provide a copy of such consents to RCSD, and will maintain the originals in its files for five (5) years and make them available to RCSD upon its request.

**Consent forms must contain this language:**

*I, the parent or legal guardian for \_\_\_\_\_ hereby give my permission to the Redwood City School District (RCSD) to release information from my child's education records (listed below) to authorized staff from the (CONTRACTOR) to support the Out-Of-School Time services provided to my child. Additionally, I grant permission for teachers, counselors and other school staff to verbally communicate any academic information regarding my child to the representatives of CONTRACTOR in order to best support my child's achievement. I authorize the RCSD to share the following categories of information with CONTRACTOR:*

- *State-assigned Student ID # -- SSID*
- *School ID*
- *EL designations*
- *CAASPP/SBAC scores*
- *Beginning of year, middle of year, and end-of-year reading and math proficiency levels*
- *Beginning of year, middle of year, and end-of-year reading and math performance bands*
- *6<sup>th</sup>-8<sup>th</sup> grade students' GPA*
- *Student attrition and retention (students' start and end dates in district)*
- *Attendance (tardies, absences)- Number (#) of instances*
- *Behavioral referrals (#) of instances*
- *Student and Family/caregiver names and contact information*
- *Student grades, assignments and other educational information*

*I further authorize the RCSD to provide CONTRACTOR with real-time access to the above-listed information through its electronic student information system, PowerSchool.*

*This authorization is valid for as long as my student receives services from CONTRACTOR, unless my consent is revoked earlier in writing.*

### **Timing of Data Request and Return**

CONTRACTOR runs its programs during the school year and the summer. Therefore, it will be able to submit a unified annual data request in June, September, December, and March of each year (including students who participated over the previous school year and/or summer). The data requests will be submitted by the 1<sup>st</sup> day of the month identified. CONTRACTOR will compile its data request electronically. CONTRACTOR will also share its set of student data with the District in August/September, January, and June. RCSD will provide the data in the form of an Excel document. The Excel document will include two sheets—one for the CONTRACTOR list of students who have returned signed consent forms authorizing the release of certain student information, and one for all students in the District, with personally identifying information removed. The data for all students in the District will be used to create comparison groups and will only be reported in the aggregate. RCSD will return the requested data to CONTRACTOR by the 30<sup>th</sup> day of the month identified.

Additionally, CONTRACTOR will have access to limited student information from PowerSchool for 2021-22 for those students for whom CONTRACTOR has provided a signed consent form, as set forth above. This feature will give CONTRACTOR the ability to access real-time data on each individual student in order to provide academic support and case management services.

### **Students Identified in Data Request**

CONTRACTOR will provide the following information on each student in an Excel File.

1. First name
2. Last name
3. Grade
4. School
5. Date of Birth

CONTRACTOR will also send a copy of the student’s data release form to THE DISTRICT.

RCSD will provide the following data to CONTRACTOR for each student for whom CONTRACTOR has returned a signed authorization<sup>[AS2]</sup>

- *State-assigned Student ID # -- SSID*
- *School ID*
- *EL designations*
- *CAASPP/SBAC scores*
- *Beginning of year, middle of year, and end-of-year reading and math proficiency levels*
- *Beginning of year, middle of year, and end-of-year reading and math performance bands*
- *6<sup>th</sup>-8<sup>th</sup> grade students’ GPA*
- *Student attrition and retention (students’ start and end dates in district)*
- *Attendance (tardies, absences)- Number (#) of instances*
- *Behavioral referrals (#) of instances*

RCSD will provide the following aggregate, de-identified student data by school and by grade level to CONTRACTOR

- *Aggregate percentage of students on Free and Reduced Lunch*

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), the RCSD may share student records or information without the consent of the student’s parent or guardian if the records or information are deidentified, which requires the removal of all personally identifiable information.

**CONTRACTOR will provide the following data to RCSD, if produced:**

- Stakeholder survey results (August, January, June)
- Student engagement surveys
- Let’s Go Learn Reading and Math Assessment results (September, January, June)
- Youth Truth survey results (June)
- Other program quality assessments equivalents

**Authorized Representative of Provider**

CONTRACTOR will submit to RCSD on an annual basis the name or names of people in CONTRACTOR who are authorized to participate in data sharing with RCSD. The authorizing document will be generated by the Executive Director or equivalent. In the event there is a change in the Executive Director, the CONTRACTOR is required to re-execute this MOU.

List of Authorized Individuals (Name, Position):

**Use of Data**

CONTRACTOR warrants and agrees that the identifiable student data shared pursuant to this MOU shall be stripped of all individual identifiers before CONTRACTOR uses it in reports and for other institutional purposes, which may include, but are not limited to, outcomes or similar reports.

**ATTACHMENT C**

As required by Education Code section 49075, CONTRACTOR is hereby notified that the transmission of identifiable student information provided pursuant to this MOU to others without the written consent of the parent is prohibited.

**Data Security**

CONTRACTOR agrees to maintain appropriate network and other data security to protect any RCSD student data in its possession. CONTRACTOR agrees to notify RCSD as soon as reasonably practicable if it has any reason to

believe there has been a breach of data security relevant to the data subject to this MOU, and any data has been lost, tampered with, or otherwise illegally accessed.

**Ownership of Data**

RCSD will continue to maintain ownership of its source data. The CONTRACTOR agrees that it will not alter RCSD’s source data, and that RCSD is not responsible for any errors therein.

**Agreement**

This MOU may be executed in one or more counterparts, all of which taken together shall constitute one MOU. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose provided that the original signature pages are forwarded promptly to each party. This MOU will be in full force and effect from the date(s) of signing for one (1) years<sup>[AS4]</sup>, or until such time as CONTRACTOR no longer delivers OST programming to RCSD students.

The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU.

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this MOU.

Redwood City School District

Contractor

\_\_\_\_\_  
John R. Baker, Ed.D  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name: Parks, Recreation and Community Services (REACH)

Address:

City/State:                      Zip:

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Edson  
Chief Business Official

REV: 06-20-25 VR